



FAUQUIER COUNTY SCHOOL BOARD

Contract # 01-12smc

Civics and Economics, 2011 Virginia Edition, - 7th Grade

US History, Survey 2011 Virginia Edition, 11th Grade

Magruder's American Government, 2011 Virginia Bundle, 12th Grade

Pearson Education Inc. publishing as Prentice Hall

This contract is entered into this 27th day of May, 2011, by ~~Prentice Hall, a division of Pearson, Pearson Education, Inc., publishing as Prentice Hall~~, hereinafter called the "Contractor" and the Fauquier County School Board hereinafter called "FCSB". *mmh/son*

WITNESSETH that the Contractor and FCSB, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: This contract is established in accordance with the requirements as set forth in the Code of Virginia, § § 22.1-238 and 22.1-241-243. The Contractor shall provide the attached list of approved textbooks ordered by FCSB for a period of seven (7) years at the unit price(s) noted on the list, which will be fixed for the entire term of the agreement (in addition, see A 1, Attachment A). Prices quoted are ~~either FOB Destination or FOB Shipping Point.~~ *mmh/son*
Shipping and handling charges of 6% will be prepaid and added to your invoice(s). ~~based on dollar level of order and as noted in Attachment B. The initial order shall be FOB Destination, and 6% of total order as shipping charge. The applicable percentage as noted on Attachment B.~~
Delivery: The Contractor shall make deliveries within forty-five (45) days of receipt of an order, or sooner. Payment terms: Payment will be made within forty-five (45) days of receipt of a correct, accurate invoice. Ancillary Materials: The Contractor shall provide ancillary materials during the term of this contract as outlined in Attachment B. Additional requirements are set forth as Attachments to the contract document as noted herein.

CONTRACT TERM: The term of this contract shall be from 08/10/2011 through 06/01/2018.

The contract documents shall consist of:

- (1) This signed form;
- (2) The attachments, which consist of:
 - (a) Attachment A: Additional Requirements
 - (b) Attachment B: List of Textbooks and Ancillary Materials, ISBN and Unit Price;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Pearson Education, Inc., publishing as Prentice Hall

By: *M. Vicky Hurwitz /mmh*

Printed Name: M. Vicky Hurwitz

FAUQUIER COUNTY SCHOOL BOARD:

By: *Susan R. Monaco*

Printed Name: Susan R. Monaco

FAUQUIER COUNTY SCHOOL BOARD
STANDARD TEXTBOOK CONTRACT
ATTACHMENT A, Additional Requirements

- A1. The Contractor certifies that the textbook unit price appearing in the contract is the lowest wholesale price at which the book or books are currently bid under contract anywhere in the United States or that the price to be charged has been reduced and is the same price as sold anywhere outside of Virginia. In the event the reduced price is permanent the Contractor further agrees to notify the Virginia Department of Education to update its website with the new unit price. The publisher shall, when applicable, offer FCSB the option of using any special or other edition of a textbook named in the contract and adapted for use in Virginia at a lower price as sold elsewhere in the United States.
- A2. The Contractor shall furnish sample copies of all books listed herein to FCSB and all textbooks furnished by the Contractor shall in all respects as to texts, paper, binding, printing, illustrations, copyright date, and in all other particulars be equal to the same copy purchased by FCSB. Changes may be made in the textbook(s) if mutually agreed to by the FCSB and Contractor.
- A3. Contractor shall provide hands-on training on FCSB premises, initially for all staff and in subsequent years for new staff, as outlined in attachment B.
- A4. The Contractor shall replace any textbooks adopted for use and received from the Contractor, proven to have weak or defective bindings within the adoption period for which they were purchased.
- A5. The Contractor shall, for each textbook ordered, furnish an electronic file in the National Instructional Materials Accessibility Standards (NIMAS) format that will be deposited in the National Instructional Materials Access Center (NIMAC) from which accessible versions of the particular textbook may be produced for students with print disabilities. The Contractor shall deliver the NIMAS file of the textbook on or before the date of delivery of the regular text version.
- A6. SHIPPING INSTRUCTIONS: FCSB does not have central warehousing with loading docks and unloading equipment; only one or two select schools have loading docks. Therefore, Contractors shall instruct their freight carrier to provide shipments to FCSB locations with vehicles having lift gates and pallet jacks, for unloading of shipments at each location. All deliveries must be inside deliveries; no shipment will be accepted if it's left out on a school sidewalk
- A7. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the FCSB. In the event of Contractor change in ownership, the Contractor shall notify FCSB in writing at least thirty days in advance of such change and indicating if the new owner will assume ownership and full compliance with the contract, at which time FCSB will modify the contract to reflect the change in ownership.
- A8. FCSB reserves the right to test other textbooks in designated schoolrooms for experimental study during the term of this contract.
- A9. With the approval of FCSB and the Contractor, any private school within Fauquier County that so requests may purchase from the FCSB contract with the Contractor. Such private school shall be fully responsible for ordering, purchasing, and receiving shipments of books to be provided from the Contractor pursuant to this section. FCSB shall be immune from any civil liability as a result of a private school purchasing from the FCSB contract.
- A10. TAX EXEMPTION: FCSB is exempt from the payment of any federal excise or any Virginia sales tax. All invoices must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Contractor.
- A11. APPLICABLE LAW AND COURTS: This contract shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

- A12. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- A13. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to FCSB all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by FCSB under said contract.
- A14. **ANTI-DISCRIMINATION:** By signing this contract, the Contractor certifies to FCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the contract is with a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, 2.2-4343.1(E)). In every contract over \$10,000 the provisions in A and B below apply:
- A. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- A15. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- A16. **CONTENT VAILIDITY:** By signing this contract, Contractor hereby verifies that all materials provided have been thoroughly examined and reviewed by content experts, whose credentials were verified prior to contract signature, for factual and content accuracy, typographical, grammatical, spelling, formatting and written expression errors, and that all such errors have been corrected prior to publication.

Attachment B
Prentice Hall: Civics and Economics 2011 - 7th Grade
Pearson Education Inc. , publishing as Prentice Hall

Textbook	ISBN	Quantity	Each	Total
Virginia Student Edition Bundle with VA SOL Review and Assessment Coach for 7 years, one (1) each year for seven (7) years	0-13-316220-6	900	\$ 86.97	\$ 78,273.00

Teacher Ancillary Materials

Virginia Teacher's Edition	0-13-3688012-6	15	\$ 94.97	
Civics: Government and Economics in Action DVD Program	0-13-181826-0		\$ 179.97	
Virginia ExamView Test Bank CD-Rom	0-13-365168-1	15	\$ 129.97	
Virginia Presentation EXPRESS CD-ROM	0-13-365179-7			
	0-13-365178-9	15	\$ 133.97	
Virginia TeacherEXPRESS CD-ROM	0-13-365182-7			
	0-13-365277-7	15	\$ 129.97	
Virginia Teacher's Online Access Pack	0-13-365279-3			
	0-13-317423-9	15	\$ 299.97	
Virginia SOL Review and	0-13-369442-9			
Assessment Coach Answer Key	0-13-372653-3	15	\$ 3.00	
Reading & Vocabulary	0-13-369441-0	15	\$ 4.97	
Study Guide Teacher's Manual				
Virginia Teacher Resources [Includes:	0-13-252279-9	7	\$ 434.97	
Virginia Units 1-2 Resources Folder	0-13-369444-5			included in above
Virginia Units 3-4 Resources Folder	0-13-369445-3			included in above
Virginia Units 5-6 Resources Folder	0-13-369446-1			included in above
Virginia Units 7-9 Resource Folder	0-13-369443-7			included in above

Student Ancillary Materials

Virginia Interactive Textbook –	0-13-365175-4			
	0-13-317460-3	900	Free	
7 Year Online Access (1 for every SE purchased)				
Virginia StudentEXPRESS-CD-ROM	0-13-365174-6			
	0-13-365177-0	250	\$ 73.97	
Virginia SOL Review and Assessment Coach	0-13-369442-9	375	\$ 4.97	
Reading and Vocabulary Study Guide	0-13-369440-2	900	\$ 7.97	

Technology Option:

Pearson Online Multimedia Library contains:

	0-13-367863-6		
Citizen Activity Pack CD-ROM	0-13-367232-8	15	\$ 49.97
MindPoint Quiz Show CD-ROM	0-13-130997-8	15	\$ 49.97
Simulations and Data graphing CD-ROM	0-13-050555-2	15	\$ 49.97
Interactive Constitution CD-ROM	0-13-062900-6	15	\$ 49.97
Social Studies Skills Tutor CD-ROM	0-13-063071-3	15	\$ 49.97

PRINT RESOURCES:

Citizenship Activiy Pack	0-13-365334-X	15	\$ 203.97
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Note: One 2.5 hour training webinar per year for the life of the contract, plus one 2.5 hour hands-on training on FCPS premises with emphasis on the eBook features in one year. Also the contractor will provide technical assistance in loading ExamView test bank to be compatable with 7.4 or higher into Angel Learning Management System. **

**** Conditioned upon when ExamView 7.5 becomes available**

Replacement of ancillary material will be at no charge."

MWT/SN

FREIGHT TERMS FOR SUBSEQUENT SHIPMENTS UNDER THIS CONTRACT:

MWT/SN

<u>Order Amount</u>	<u>Shipping Percentage</u>	<u>Method</u>
<\$100	\$10.00	FOB Destination
\$100-\$2K	10%	FOB Destination
\$2K-\$10K	8%	FOB Destination
\$10K-\$50K	7.50%	FOB Shipping Point (Point of Orgin)
\$50-\$100K	7.00%	FOB Shipping Point (Point of Orgin)
\$100-\$200K	6.00%	FOB Shipping Point (Point of Orgin)
\$200+	5.00%	FOB Shipping Point (Point of Orgin)

Attachment B
US History: Survey 2011, Virginia Edition - 11th Grade
Pearson Education Inc. , publishing as Prentice Hall

Textbook	ISBN:	QTY	Each	Total
Virginia Student Edition Bundle with VA USH SOL Review and Assessment Coach for 7 years, one (1) each year for seven (7) years	0-13-316249-4	471	\$ 95.97	\$ 45,201.87

Teacher Ancillary Materials

ExamView Test Bank CD-ROM	0-13-365225-4	6	\$ 129.97	
PresentationEXPRESS Premium DVD-ROM	0-13-368219-6	15	\$ 129.97	
TeacherEXPRESS CD-ROM	0-13-369030-X	15	\$ 199.97	
Virginia Teacher's Edition	0-13-368665-5	15	\$ 98.97	
Reading & Note-Taking Study Guide (Answer Key)	0-13-365208-4	15	\$ 4.97	
Brief Review in US History and Government Answer Key	0-13-361225-2	15	\$ 3.00	mtt/sm
Virginia SOL Review and Assessment Coach Answer Key	0-13-372654-1	15	\$ 3.00	
Constitution Study Guide	0-13-043835-9	15	\$ 8.97	
Brief Review in US History and Government	0-13-361222-8	15	\$ 8.97	mtt/sm

Student Ancillary Materials

Interactive Textbook 7-Year Online Access (1 per each SE purchased)	0-13-317459-X	785	Free	
StudentEXPRESS CD-ROM	0-13-369028-8	120	\$ 79.47	
Virginia SOL Review and Assessment Coach	0-13-203747-5	375	\$ 10.97	
Reading & Note-Taking Study Guide (Adapted)	0-13-368810-0	375	\$ 7.97	

Technology Option: 1

Pearson Online Multimedia Library contains:
(1 for every 4 SEs purchased)

Interactive Constitution CD-ROM	0-13-629000-6	15	\$ 49.97	
Social Studies Skills Tutor CD-ROM	0-13-063071-3	15	\$ 49.97	
MindPoint Quiz Show CD-ROM	0-13-369031-8	15	\$ 129.97	
Experience It! Multimedia Pack	0-13-369024-5	15	\$ 249.97	mtt/sm
Witness History Audio	0-13-202567-1	15	\$ 74.97	mtt/sm
Witness History Video on DVD	013-202564-7	15	\$ 179.97	
Media Asset Library CD-ROM	0-13-369055-5	15	\$ 64.97	mtt/sm
Experience It! Teacher's Guide	0-13-369054-7	15	\$ 12.97	mtt/sm
Exploring Primary Sources CD-ROM	0-13-062911-1	15	\$ 49.97	

Note: One 2.5 hour training webinar per year for the life of the contract, plus one 2.5 hour hands-on training on FCPS premises with emphasis on the eBook features in one year. Also the contractor will provide technical assistance in loading ExamView test bank to be compatible with 7.4 or higher into Angel Learning Management System. **

**** Conditioned upon when ExamView 7.5 becomes available**

Replacement of ancillary material will be at no charge."

NMA/SM

Order Amount

Shipping Percentage

Method

NMA/SM

<\$100	\$10.00	FOB Destination
\$100-\$2K	10%	FOB Destination
\$2K-\$10K	8%	FOB Destination
\$10K-\$50K	7.50%	FOB Shipping Point (Point of Origin)
\$50-\$100K	7.00%	FOB Shipping Point (Point of Origin)
\$100-\$200K	6.00%	FOB Shipping Point (Point of Origin)
\$200+	5.00%	FOB Shipping Point (Point of Origin)

Attachment B
Magruder's American Government 2011 - 12th Grade
Pearson Education Inc. , publishing as Prentice Hall

Textbook

	ISBN:	QTY	EA	Total
Student edition with VA and US Government Module Bundle includes Student Edition VA and US Government Student Module	0-13-251887-2	471	\$ 85.97	\$ 40,491.87

Teacher Ancillary Materials

Virginia Teacher's Edition Bundle	0-13-368015-0 0-13-252047-8	14	\$ 98.97
ExamView Test Bank CD-ROM	0-13-365659-4	6	\$ 129.97
Virginia Teacher's Online Access Pak	0-13-365671-3 0-13-316206-0	15	\$ 299.97
Teacher's Resource Library CD-ROM	0-13-363566-1 0-13-365661-6	15	\$ 229.97
Essential Questions Journal Answer Key	0-13-365672-1	15	\$ 4.97

Student Ancillary Materials

Online Student Center (includes Online Student Edition 7 Year Access)	0-13317458-1	785	Free
Essential Questions Journal	0-13-365674-8	375	\$ 12.97

OPTION 1: Technology Option

Pearson-Online Multimedia Library contains:

StudentEXPRESS CD-ROM (1 for every 4 SE Bundles)	0-13-368118-1	120	\$ 65.97
Experience It! Online Student Center 6-Year Access	0-13-369065-2		\$ 59.97
Experience It! Teacher's Guide and Lesson Planner	0-13-365675-6	15	\$ 94.97
Experience It! Activity Pack (7 units)	0-13-365664-0	15	\$ 197.47
Experience It! Online teacher Center 7 Year Access	0-13-368965-4	15	\$ 499.97
Experience It! Teachers Online Access Pack	0-13-365663-2	15	\$ 299.97

Note: One 2.5 hour training webinar per year for the life of the contract, plus one 2.5 hour hands-on training on FCPS premises with emphasis on the eBook features in one year. Also the contractor will provide technical assistance in loading ExamView test bank to be compatible with 7.4 or higher into Angel Learning Management System. **

**** Conditioned upon when ExamView 7.5 becomes available**

Replacement of ancillary material will be at no charge."

mm/gm

Order Amount

Shipping Percentage

Method

<\$100	\$10.00	FOB-Destination
\$100-\$2K	10%	FOB-Destination
\$2K-\$10K	8%	FOB-Destination

mm/gm

\$10K—\$50K	7.50%	FOB Shipping Point (Point of Origin)
\$50-\$100K	7.00%	FOB Shipping Point (Point of Origin)
\$100-\$200K	6.00%	FOB Shipping Point (Point of Origin)
\$200+	5.00%	FOB Shipping Point (Point of Origin)